



Sean Rogan
Executive Director

**HOUSING AUTHORITY
of the County of Los Angeles**

Administrative Office

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Gloria Molina
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Commissioners

March 09, 2010

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF COMMISSIONERS
HOUSING AUTHORITY

4-H MARCH 9, 2010

SACHI A. HAMAI
EXECUTIVE OFFICER

**CONTRACT WITH ENTERPRISE FLEET MANAGEMENT TO PROVIDE FIVE LEASED VEHICLES
WITH A FULL MAINTENANCE SERVICE PROGRAM
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

This letter recommends approval of a contract with Enterprise Fleet Management to provide leased vehicles with a full maintenance service program. The lease term is five years and provides five 2010 Ford Focus sedans for the Antelope Valley-Lancaster Section 8 inspectors.

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY OF THE
HOUSING AUTHORITY**

1. Approve and authorize the Executive Director to negotiate, execute and if necessary terminate a five-year contract with Enterprise Fleet Management, using up to \$110,000 in Section 8 administrative funds for all five years, to provide five leased vehicles with a full maintenance service program for Antelope Valley Section 8 inspectors, to be effective following approval as to form by the County Counsel and execution by all parties.
2. Authorize the Executive Director to execute amendments to the five-year contract, following approval as to form by County Counsel, to increase the total amount of compensation by up to ten percent to cover unforeseen costs, modify the scope of work to address unforeseen issues, or make other non-monetary changes necessary for the administration of the contract.
3. Find that the approval of the contract is not subject to the provisions of the California Environmental Quality Act (CEQA) because the action is not defined as a project under CEQA.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this recommended action is to enter into a contract with Enterprise Fleet Management (Enterprise) to provide leased vehicles with a full maintenance service program for the Section 8 inspectors in Lancaster.

FISCAL IMPACT/FINANCING

There is no impact on the County general fund.

The contract will be funded with a total of \$110,000 Section 8 administrative funds over a five-year period. Funding through June 30, 2010 is included in the Housing Authority's approved Fiscal Year 2009-10 budget. Funds for future years will be requested through the Housing Authority's annual budget process.

A ten percent contingency over five years, in the amount of \$11,000, is being set aside for unforeseen costs, using the same source of funds.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Housing Authority issued a Request for Information (RFI) for the purpose of seeking information regarding leased vehicles with full maintenance service programs. Enterprise was the only company that responded to the Housing Authority's request. Based on Enterprise being the only respondent, Housing Authority staff has concluded that Enterprise is the only vendor in the area available to provide the needed services.

Upon review of the Housing Authority's contract, Enterprise notified the Housing Authority that they would not be willing to sign a contract that contained the standard indemnification clause. Since Enterprise is the only vendor available to provide the needed services, the Housing Authority was required to negotiate several of the terms, including the indemnification clause. Housing Authority staff has determined that it is in the Housing Authority's best interest to agree to a mutual indemnification clause in the contract, which has been approved by County Counsel, the Housing Authority's Risk Management staff, and Enterprise. The proposed contract is attached to this letter.

The proposed services are being primarily federally funded, and are not subject to the requirements of the Greater Avenues for Independence (GAIN) Program or the Greater Relief Opportunity for Work (GROW) Program implemented by the County of Los Angeles. Instead, Enterprise must comply with Section 3 of the Housing and Community Development Act of 1968, as amended, which requires that employment and other economic opportunities generated by certain U.S. Department of Housing and Urban Development (HUD) assistance be directed to low and very low-income persons, particularly to persons who are recipients of HUD housing assistance.

ENVIRONMENTAL DOCUMENTATION

This action is exempt from the provisions of the National Environmental Policy Act pursuant to 24 Code of Federal Regulations, Part 58, Section 58.34(a)(3) because it involves administrative activities that will not have a physical impact on or result in any physical changes to the environment. The action is not subject to the provisions of CEQA pursuant to State CEQA Guidelines 15060(c)(3)

and 15378 because it is not defined as a project under CEQA and does not have the potential for causing a significant effect on the environment.

CONTRACTING PROCESS

On July 24, 2009, a Request for Information (RFI) was issued to determine the feasibility of utilizing leased vehicles with a full maintenance service program for the Antelope Valley Section 8 inspectors. The RFI was targeted to vehicle dealers, car rental companies and other associated vendors.

As a result of the RFI, only one company, Enterprise, submitted information regarding their vehicle leasing program on August 10, 2009.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The vehicles will allow the Section 8 inspectors in Lancaster to have their own vehicles, which can be maintained in the Antelope Valley area, avoiding frequent trips between Housing Authority headquarters and Lancaster for vehicle maintenance.

Respectfully submitted,

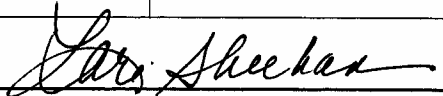
A handwritten signature in black ink, appearing to read "Sean Rogan", followed by a horizontal line.

SEAN ROGAN
Executive Director

SR:nt:su

Enclosures

SOLE SOURCE CHECKLIST

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS
	<i>Identify applicable justification and provide documentation for each checked item.</i>
✓	➤ Only one bona fide source for the service exists; performance and price competition are not available.
	➤ Quick action is required (emergency situation).
	➤ Proposals have been solicited but no satisfactory proposals were received.
	➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
	➤ Maintenance service agreements exist on equipment which must be serviced by the authorized manufacturer's service representatives.
	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
	➤ It is in the best interest of the County, e.g., administrative cost savings, excessive learning curve for a new service provider, etc.
✓	➤ Other reason. Please explain: <i>Recommended Contractor only responder to solicitation</i>
<div style="display: flex; justify-content: space-between;"> <div style="text-align: center;">  Deputy Chief Executive Officer, CEO </div> <div style="text-align: center;"> <u>2-3-10</u> Date </div> </div>	

FLEET MANAGEMENT SERVICES CONTRACT

This Fleet Management Services Contract (the "Contractor") is made and entered into this ____ day of _____, 2010, by and between the Housing Authority of the County of Los Angeles, hereinafter referred to as "Housing Authority", and Enterprise Rent-A-Car Company of Los Angeles d/b/a Enterprise Fleet Services, hereinafter referred to as "Contractor."

RECITAL

1. PURPOSE

The Contractor is in the business of providing needed fleet management services via leased fleets. On October 13, 2009, the Contractor submitted a proposal to furnish the hereinafter-described fleet management services to the Housing Authority. The Contractor hereby leases to the Housing Authority and the Housing Authority hereby leases from the Contractor the vehicles ("Vehicle(s)") described in Attachment B-1, Fee Schedule, delivered by the Contractor to the Housing Authority. The Contractor will, in approximately ninety days from the start of the term, deliver each Vehicle to the Housing Authority, send the Housing Authority a receipt of delivery, of which a sample is included in this Contract in Attachment B-2, Vehicle Schedule hereinafter referred to as "Vehicle Schedule" covering the Vehicle, which will include, among other things, a description of the Vehicle, outlining the final monthly rental and other payments, terms due with respect to the Vehicle in accordance with Attachment B-1, Fee Schedule. The terms and conditions contained in each Vehicle Schedule will be binding on the Housing Authority unless the Housing Authority objects in writing to such terms and conditions within ten (10) days after the date of delivery of the Vehicle covered by such Vehicle Schedule. This is a lease only and Contractor will at all times remain the owner of the Vehicles and Housing Authority will have no right, title or interest in or to the Vehicles. This Contract shall be treated as a true lease for federal and applicable state income tax purposes with the Contractor having all benefits of ownership.

TERMS AND CONDITIONS

2. DEFINITIONS

The terms and phrases in this paragraph shall have the particular meanings set forth in this Section 3 whenever such terms are used in this Contract.

A. As Is

"As Is" shall mean the condition of the said Vehicles in which the Housing Authority agrees to take the Vehicles.

B. Book Value

"Book Value" shall be the sum of the "Delivered Price" of the Vehicle minus the total Depreciation Reserve paid by the Housing Authority to the Contractor with respect to each Vehicle plus all accrued and unpaid rent and/or other amounts owed by Housing Authority with respect to each Vehicle.

C. Housing Authority

"Housing Authority" shall mean the Housing Authority of the County of Los Angeles, California.

D. County

"County" shall mean the County of Los Angeles, California.

E. Delivered Price

"Delivered Price" shall mean the price of the said vehicle as delivered to the Housing Authority including all Vehicles and delivery costs, plus all rebates, incentives and discounts that may be involved in the Contract.

F. Depreciation Reserve

"Depreciation Reserve" shall mean the amount of depreciation accumulated over the number of months in service with the Housing Authority.

G. Effective Date

"Effective Date" shall mean the date this Contract has been executed by the both the Housing Authority and the Contractor.

H. Fee Schedule

"Fee Schedule" shall mean the schedule of costs located in Attachment B (Fee Schedule).

I. Rule of 78

"Rule of 78" shall mean the method used to calculate the interest adjustment required to recapture interest owed in the event the Housing Authority elects to early terminate an open-ended contract.

J. Total Loss

"Total Loss" shall mean loss, stolen, destroyed or damaged beyond repair of the said vehicle.

3. **TERM**

This Contract shall commence on 2010 and shall remain in full force and effect for five (5) years until_____, 2014 unless sooner terminated as provided herein. This Contract may be extended for additional time in monthly increments at the sole discretion of the Housing Authority. Notwithstanding the foregoing, this Contract

shall remain in effect with respect to each Vehicle delivered hereunder for the lease term of such Vehicle (as defined in Attachment B-1, Fee Schedule).

4. CONTRACTOR'S RESPONSIBILITIES / HOUSING AUTHORITY'S RESPONSIBILITIES

The Contractor agrees to perform in a good workmanlike manner, to the satisfaction of the Housing Authority's Executive Director, all the work described in the attached Statement of Work, Attachment A.

5. COMPENSATION

The Contractor will submit to the Housing Authority on the 1st day of each anniversary year an invoice on a form approved by the Housing Authority for vehicle lease services rendered as described in Attachment A, Statement of Work. Upon receipt and approval, the Housing Authority will pay the Contractor within thirty (30) days of receipt of the invoice in accordance with Attachment B-1, Fee Schedule, and Attachment B-2, Vehicle Schedule. The total amount of compensation under this Contract for all five (5) years shall not exceed One Hundred Fourteen Thousand and 00/100 Dollars (\$114,000.00), which shall include all related expenses.

The Contractor shall be paid in accordance with the Housing Authority's standard accounts payable system.

The following condition must be met to fulfill this Contract and ensure prompt payment. The Contractor will submit a monthly invoice on a form approved by the Housing Authority for services rendered, and this invoice must be approved by the Housing Authority.

The Contractor shall have no claim against the Housing Authority for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment, it shall immediately notify the Housing Authority and shall immediately repay all such funds to the Housing Authority. Payment by the Housing Authority for services rendered after expiration or termination of this Contract shall not constitute a waiver of the Housing Authority's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

If a Vehicle is delivered to the Housing Authority on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, the Housing Authority agrees to pay the Contractor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited

against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under this Section.

In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by the Housing Authority, a Casualty Occurrence or any other reason, the rentals and management fees paid by the Housing Authority will be recalculated in accordance with the Rule of 78's and the adjusted amount will be payable by the Housing Authority to the Contractor on the termination date.

The Housing Authority agrees to pay the Contractor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the wholesale value of such Vehicle as determined by Contractor in good faith. If the Book Value of such Vehicle is less than the wholesale value of such Vehicle as determined by Contractor in good faith Contractor agrees to pay such deficiency to Housing Authority as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Housing Authority to Contractor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Housing Authority with respect to such Vehicle.

If applicable, any security deposit of Housing Authority will be returned to Housing Authority at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Contractor as a result of Housing Authority's breach of or default under this Contract and/or to any other amounts then owed by Housing Authority to Contractor.

Any rental payment or other amount owed by Housing Authority to Contractor which is not paid within thirty (30) days after its due date will accrue interest, payable on demand of Contractor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

If Housing Authority fails to pay any amount due under this Contract or to comply with any of the covenants contained in this Contract, Contractor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Contractor in connection therewith will be repayable by Housing Authority to Contractor upon demand together with interest thereon at the Default Rate.

6. SOURCE AND APPROPRIATION OF FUNDS

The Housing Authority's obligation is payable only and solely from funds appropriated through the U.S. Department of Housing and Urban Development (HUD) and, for the purpose of this Contract. All funds are appropriated every fiscal year beginning July 1.

In the event this Contract extends into succeeding fiscal years and funds have not been appropriated, this Contract will automatically terminate as of June 30 of the current fiscal year. The Housing Authority will endeavor to notify the Contractor in writing within ten (10) days of receipt of non-appropriation notice.

Notwithstanding the foregoing, the Housing Authority reserves the right to terminate this Contract as provided herein. In the event of such termination, Contractor shall be paid all rentals due and owing hereunder up until the actual day of termination in accordance with Section 5. In addition, Contractor reserves the right to be paid for any reasonable damages due to termination for convenience. These reasonable damages will be limited to the losses incurred by Contractor for having to sell the vehicles on the open used car market prior to the end of the scheduled term.

7. TERMINATION FOR IMPROPER CONSIDERATION

The Housing Authority may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract, if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County office, employee or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the Housing Authority shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

The Contractor shall immediately report any attempt by a Housing Authority officer or employee to solicit such improper consideration. The report shall be made either to the Housing Authority's Executive Director or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8. ASSIGNMENT BY CONTRACTOR

The Contractor may from time to time (a) assign, pledge or transfer this Contract and/or any or all of its rights or interests under this Contract and/or (b) grant a security interest in or lien on any or all of the Vehicles to secure indebtedness of the Housing Authority to an affiliate company. The Housing Authority agrees, upon notice of any such assignment, security interest or lien, to acknowledge receipt thereof in writing and, as instructed in such notice, to pay all amounts due or to become due under this Contract to such assignee or secured party. Each such assignee or secured party will have all of the rights of the Contractor under this Contract but none of the Contractor's obligations or duties under this Contract

(except that any assignee of this Contract will be required to comply with the Contractor's obligations under Section 5 of this Contract). The Housing Authority agrees that it will not assert against any such assignee or secured party any defense, offset, claim or counterclaim which Housing Authority may be entitled to assert against Contractor under this Contract or otherwise, but any such claim may be separately asserted against the Contractor. The Housing Authority's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment or security agreement now or hereafter executed by the Contractor with or in favor of any such assignee or secured party, provided that the Housing Authority shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Contract has occurred and is continuing. Upon acceptance of this Contract, the Contractor shall provide a letter stating current intention regarding assignment approach with its affiliate(s).

Shareholders, partners, members, or other equity holders of the Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is affected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the Housing Authority in accordance with applicable provisions of this Contract.

9. CONFIDENTIALITY OF REPORTS

The Contractor shall keep confidential all reports, information and data received, prepared or assembled pursuant to performance hereunder. Such information shall not be made available to any person, firm, corporation or entity without the prior written consent of the Housing Authority.

10. SUBCONTRACTING

The Contractor may subcontract only those specific portions of work allowed in the original specifications covered by this Contract with prior written approval by the Housing Authority.

The Contractor shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted without prior written approval by the Housing Authority.

11. INSURANCE

Without limiting Contractor's indemnifications provided in this Contract, Contractor shall procure and maintain, at Contractor's sole expense for the duration of this Contract, the insurance policies described herein. Such insurance shall be secured

from carriers admitted in California, or authorized to do business in California. Such carriers shall be in good standing with the California Secretary of State's Office and the California Department of Insurance. Such carriers must be approved by the California Department of Insurance and must be included on the California Department of Insurance List of Eligible Surplus Line Insurers (hereinafter "LESLI"). Such carriers must have a minimum rating of or equivalent to A:VIII in Best's Insurance Guide. Contractor shall, concurrent with the execution of this Contract, deliver to the Housing Authority certificates of insurance with original endorsements evidencing the insurance coverage required by this Contract. If original endorsements are not immediately available, such endorsements may be delivered subsequent to the execution of this Contract, but no later than thirty (30) days following execution of this Contract. The certificates and endorsements shall be signed by a person authorized by the insurers to bind coverage on its behalf. The Housing Authority reserves the right to require complete certified copies of all policies at any time. Said insurance shall be in a form acceptable to the Housing Authority and may provide for such deductibles as may be acceptable to the Housing Authority. Any self-insurance program and self-insured retention must be separately approved by the Housing Authority. In the event such insurance does provide for deductibles or self-insurance, Contractor agrees that it will defend, indemnify and hold harmless the Housing Authority, its elected and appointed officers, officials, representatives, employees, and agents in the same manner as they would have been defended, indemnified and held harmless if full coverage under any applicable policy had been in effect. Each such certificate shall stipulate that the Housing Authority be given at least thirty (30) days' written notice in advance of any cancellation or any reduction in limit(s) for any policy of insurance required herein. Contractor shall give the Housing Authority immediate notice of any insurance claim or loss which may be covered by insurance. Contractor represents and warrants that the insurance coverage required herein will also be provided by any entities with which Contractor contracts, as detailed below. All certificates of insurance and additional insured endorsements shall carry the following identifier: Enterprise Rent-A-Car Company of Los Angeles d/b/a Enterprise Fleet Services

The insurance policies set forth herein shall be primary insurance with respect to the Housing Authority. The insurance policies shall contain a waiver of subrogation for the benefit of the Housing Authority. Failure on the part of Contractor, and/or any entities with which Contractor contracts, to procure or maintain the insurance coverage required herein may, upon the Housing Authority's sole discretion, constitute a material breach of this Contract pursuant to which the Housing Authority may immediately terminate this Contract and exercise all other rights and remedies set forth herein, at its sole and absolute discretion, and without waiving such default or limiting the rights or remedies of the Housing Authority, procure or renew such insurance and pay any and all premiums in connection therewith and all monies so paid by the Housing Authority shall be immediately repaid by the Contractor to the Housing Authority upon demand including interest thereon at the default rate. In the event of such a breach, the Housing Authority shall have the right, at its sole election, to participate in and control any insurance claim, adjustment, or dispute

with the insurance carrier. Contractor's failure to assert or delay in asserting any claim shall not diminish or impair the Housing Authority's rights against the Contractor or the insurance carrier.

When Contractor is naming the Housing Authority as an additional insured on any of the insurance policies set forth herein, then the additional insured endorsement shall contain language similar to the language contained in ISO form CG 20 10 10 01. When any entity with which Contractor is contracting, is naming the Housing Authority as an additional insured on any of the insurance policies set forth herein, then the additional insured endorsement shall contain language similar to the language contained in ISO form CG 20 10 11 85.

The following insurance policies shall be maintained by Contractor and any entity with which Contractor contracts for the duration of this Contract, unless otherwise set forth herein:

A. GENERAL LIABILITY INSURANCE (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

The Housing Authority of the County of Los Angeles (Housing Authority), the Community Development Commission of the County of Los Angeles (Commission), the County of Los Angeles (County), and each of their agents, officers, officials and employees, shall be covered as insureds with respect to: liability arising out to activities performed by or on behalf of the Contractor, products and completed operations of the Contractor, premises owned, leased or used by the Contractor.

B. AUTOMOBILE LIABILITY INSURANCE (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each incident. Such insurance shall include coverage of all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

C. WORKERS' COMPENSATION and EMPLOYER'S LIABILITY insurance providing worker's compensation benefits, as required by the Labor Code of the State of California.

In all cases, the above insurance also shall include Employer's Liability coverage with limits of not less than the following:

Each Accident	\$1,000,000
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Disease-policy limit	\$1,000,000
Disease-each employee	\$1,000,000

E. CRIME INSURANCE, including coverage against loss of money, securities, inventory or other property, with limits in amounts not less than indicated below:

Employee Theft Coverage	\$1,000,000
Forgery Coverage	\$1,000,000
Client Coverage	\$1,000,000

The Housing Authority agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Contractor, insuring Housing Authority and Contractor against any damage, claim, suit, action or liability:

- (i) Commercial Automobile Liability, (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law), for the limits listed below. (\$5,000,000 limits are required for Vehicles capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
California	\$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible

- (ii) Physical Damage Insurance (Collision & Comprehensive: Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence - Collision and \$250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Contract, Housing Authority must obtain and maintain the higher limits. Housing Authority agrees that each required policy of insurance will by appropriate endorsement or otherwise name Contractor as an additional insured and as a loss payee, as its interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Contractor or its assigns at least a thirty (30) day prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Housing Authority or any other person shall affect the right of Contractor to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Housing Authority and Contractor notwithstanding any other coverage carried by Housing Authority or Contractor protecting against similar risks.

Original certificates evidencing such coverage and naming Contractor as an additional insured and loss payee, shall be furnished to Contractor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Contractor from time to time. In the event of default, Housing Authority hereby appoints Contractor as Housing Authority's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Housing Authority fails to do so. Any expense of Contractor in adjusting or collecting insurance shall be borne by Housing Authority.

The Housing Authority, its drivers, servants and agents agree to cooperate fully with Contractor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Housing Authority will promptly notify Contractor of such action or claim and forward to Contractor a copy of every demand, notice, summons or other process received in connection with such claim or action.

Notwithstanding the provisions of the Section above: (i) if Section 4 of a Schedule includes a charge for physical damage management, Contractor agrees that (A) Housing Authority will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under this Section for the Vehicle(s) covered by such Schedule and (B) Contractor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage management shall not apply to, and Housing Authority shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Housing Authority without the prior written consent of Contractor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Contractor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Contract; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Contractor agrees that it will, at its expense, obtain for and on behalf of Housing Authority (either by adding Housing Authority as an additional insured under a commercial automobile liability insurance policy insuring Contractor, obtaining insurance on behalf of Housing Authority or otherwise) the minimum commercial automobile liability insurance required under this Section for the Vehicle(s) covered by such Schedule. Contractor may at any time during the applicable Term terminate said obligation to provide physical damage management and/or commercial automobile liability enrollment and cancel such physical damage management and/or commercial automobile liability enrollment upon giving Housing Authority ten (10) days written notice. Upon such cancellation, insurance in the minimum amounts as set forth in this Section shall be

obtained and maintained by Housing Authority at Housing Authority's expense. An adjustment will be made in monthly rental charges payable by Housing Authority to reflect such insurance change and Housing Authority agrees to furnish Contractor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Contractor may change the rates charged by Contractor under this Section for physical damage management and/or commercial automobile liability enrollment upon giving Housing Authority thirty (30) days prior written notice.

12. INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the Housing Authority of the County of Los Angeles, Community Development Commission of the County of Los Angeles (Commission), County of Los Angeles (County), and their elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (excluding attorney and expert witness fees), (hereinafter "Liabilities") to the extent caused by the Contractor's negligent acts and/or omissions arising from and/or relating to this Contract, except to the extent caused by the negligence or willful misconduct of the Housing Authority. The Housing Authority agrees to indemnify, defend and hold harmless the Contractor from and against any and Liabilities to the extent caused by the Housing Authority's negligent acts and/or omissions arising from and/or relating to this Contract, except to the extent caused by negligence or willful misconduct of the Contractor. The provisions of this Section 11 shall survive any expiration or termination of this Contract.

13. HOUSING AUTHORITY'S QUALITY ASSURANCE PLAN

The Housing Authority will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies, which Housing Authority determines are severe or continuing and that may place performance of the Contract in jeopardy, if not corrected, will be reported to the Board of Commissioners. The report will include improvement/corrective action measures taken by the Housing Authority and Contractor. If improvement does not occur consistent with the corrective measure, the Housing Authority may terminate this Contract, pursuant to Paragraph 13 or 14, or impose other remedies as specified in this Contract.

A performance review will be conducted no later than ninety (90) days prior to the end of the first and second years of this Contract to evaluate the performance of the Contractor. Based on the assessment of the performance review, as determined by the Housing Authority in its sole discretion, written notification will be given to the Contractor whether this Contract will be terminated at the end of the current year or will be continued into the next contract year.

14. TERMINATION FOR CONVENIENCE

The Housing Authority reserves the right to cancel this Contract for any reason at all upon thirty (30) days prior written notice to Contractor. In the event of such termination, Contractor shall be entitled to a prorated portion paid for all satisfactory work unless such termination is made for cause, in which event, compensation if any, shall be adjusted in such termination.

In the event of such termination, Contractor shall be paid all rentals due and owing hereunder up until the actual day of termination in accordance with Section 5. In addition, Contractor reserves the right to be paid for any reasonable damages due to termination for convenience. These reasonable damages will be limited to the losses incurred by Contractor for having to sell the vehicles on the open used car market prior to the end of the scheduled term.

15. TERMINATION FOR CAUSE

Subject to Section 5, a Scheduled Vehicle within the boundaries of this Contract may be terminated by the Housing Authority upon written notice to the Contractor for just cause (failure to perform satisfactorily), provided Contractor shall have the right to cure upon reasonable notice from the Housing Authority, with no penalties incurred by the Housing Authority upon the occurrence of any of the following events in A, B, C or D:

- A. Should the Contractor fail to perform all or any portion of the work required to be performed hereunder in a timely and good workmanlike manner or properly carry out the provisions of this Contract in their true intent and meaning, then in such case, notice thereof in writing will be served upon the Contractor, and should the Contractor neglect or refuse to provide a means for satisfactory compliance with this Contract and with the direction of the Housing Authority within the time specified in such notice, the Housing Authority shall have the power to suspend or terminate the operations of the Contractor in whole or in part.
- B. Should the Contractor fail within five (5) days to perform in a satisfactory manner, in accordance with the provisions of this Contract, or if the work to be done under this Contract is abandoned for more than three days by the Contractor, then notice of deficiency thereof in writing will be served upon Contractor by the Housing Authority. Should the Contractor fail to comply with the terms of this Contract within five (5) days, upon receipt of said written notice of deficiency, the Executive Director of Housing Authority shall have the power to suspend or terminate the operations of the Contractor in whole or in part.
- C. In the event that a petition of bankruptcy shall be filed by or against the Contractor.
- D. If, through any cause, the Contractor shall fail to fulfill, in a timely and proper manner, the obligations under this Contract, or if the Contractor shall violate any of the covenants, Contracts, or stipulations of this Contract, the Housing Authority shall thereupon have the right to terminate this Contract by giving written notice to

the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor under this Contract shall, at the option of the Housing Authority become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed.

The following shall constitute events of default ("Events of Default") by the Housing Authority under this Contract: (a) if the Housing Authority fails to pay when due any rent or other amount due under this Contract; (b) if the Housing Authority fails to perform, keep or observe any other term, provision or covenant contained in this Contract; (c) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by the Contractor); (d) the occurrence of a material adverse change in the financial condition or business of the Housing Authority or any guarantor.

Upon the occurrence of any Event of Default, the Contractor, with notice to the Housing Authority, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) the Contractor may demand and receive immediate possession of any or all of the Vehicles from the Housing Authority, without releasing the Housing Authority from its obligations under this the Contract; if the Housing Authority fails to surrender possession of the Vehicles to the Contractor on default (or termination or expiration of the Term), Contractor and its agents and independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Contractor may enforce performance by Housing Authority of its obligations under this Contract; (c) Contractor may recover damages and expenses sustained by Contractor by reason of Housing Authority's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Contractor in attempting or effecting enforcement of its rights under this Contract (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Housing Authority, Contractor may terminate Housing Authority's rights under this Contract; (e) with respect to each Vehicle, Contractor may recover from Housing Authority all amounts owed by Contractor under Section 4 of this Contract (and, if Contractor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 4 shall be deemed to be \$0.00 and (f) Contractor may exercise any other right or remedy which may be available to Contractor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Contract shall occur only upon written notice by Contractor to Housing Authority. Any termination shall not affect Housing Authority's obligation to pay all amounts due for periods prior to the effective date of such termination or Housing

Authority's obligation to pay any indemnities under this Contract. All remedies of Contractor under this Contract or at law or in equity are cumulative.

15. CONTRACTOR'S WARRANTY OF ADHERENCE TO HOUSING AUTHORITY'S CHILD SUPPORT COMPLIANCE PROGRAM

The Contractor acknowledges that the Housing Authority has established a goal of ensuring that all individuals who benefit financially from the Housing Authority through a contract, are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the taxpayers of the County of Los Angeles.

As required by Housing Authority Child Support Compliance Program and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall, during the term of this Contract, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or CSSD Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

16. TERMINATION FOR BREACH OF WARRANTY TO COMPLY WITH HOUSING AUTHORITY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 15, "*CONTRACTOR'S WARRANTY OF ADHERENCE TO Housing Authority CHILD SUPPORT COMPLIANCE PROGRAM*" shall constitute default under this contract. Without limiting the rights and remedies available to Housing Authority under any other provision of this contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which Housing Authority may terminate this contract pursuant to Paragraph 14 - "TERMINATION FOR CAUSE" and pursue debarment of Contractor, pursuant to Housing Authority Policy.

17. POST MOST WANTED DELINQUENT PARENTS LIST

The Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Contractor understands that it is County's and Housing Authority's policy to strongly encourage all Contractors to voluntarily post an entitled "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. The Child Support Services Department (CSSD) will supply Contractor with the poster to be used.

18. INDEPENDENT CONTRACTOR

This Contract does not, is not intended to, nor shall it be construed to create the relationship of agent, employee or joint venture between the Housing Authority and the Contractor.

19. EMPLOYEES OF CONTRACTOR

Workers' Compensation: The Contractor understands and agrees that all persons furnishing services to the Housing Authority pursuant to this Contract are, for the purposes of Workers' Compensation liability, employees solely of the Contractor. Contractor shall bear sole responsibility and liability for providing Workers' Compensation benefits to any person for injuries arising from an accident connected with services provided to the Housing Authority under this Contract.

Professional Conduct: The Housing Authority does not and will not condone any acts, gestures, comments or conduct from the Contractor's employees, agents or subcontractors which may be construed as sexual harassment or any other type of activities or behavior that might be construed as harassment. The Housing Authority will properly investigate all charges of harassment by residents, employees or agents of the Housing Authority against any and all Contractor's employees, agents or subcontractors providing services for the Housing Authority. The Contractor assumes all liability for the actions of the Contractor's employees, agents or subcontractors and is responsible for taking appropriate action after reports of harassment are received by the Contractor.

20. DRUG-FREE WORKPLACE ACT OF THE STATE OF CALIFORNIA

The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990.

21. SAFETY STANDARDS AND ACCIDENT PREVENTION

The Contractor shall comply with all applicable federal, state and local laws governing safety, health and sanitation. The Contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions, as its own responsibility, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of this Contract.

22. COMPLIANCE WITH LAWS

The Contractor agrees to be bound by all applicable federal, state and local laws, regulations, and directives as they pertain to the performance of this Contract, including but not limited to, the Housing and Community Development Act of 1974, as amended by the Cranston-Gonzalez National Affordable Housing Act, 1990, and the 24 CFR Part 85, and the Americans with Disabilities Act of 1990. If the compensation under this Contract is in excess of \$100,000 then Contractor shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 18579h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15).

The Contractor must obtain and present all relevant state and local insurance, training and licensing pursuant to services required within this Contract.

The Contractor shall comply with the following laws in Sections 23-32, inclusive, and 41-45, inclusive.

23. CIVIL RIGHTS ACT OF 1964, TITLE VI (NON-DISCRIMINATION IN FEDERALLY-ASSISTED PROGRAMS)

The Contractor shall comply with the Civil Rights Act of 1964 Title VI which provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

24. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The Contractor shall comply with Section 109 of the Housing and Community Development Act of 1974 which states that no person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

25. AGE DISCRIMINATION ACT OF 1975 AND SECTION 504 OF THE REHABILITATION ACT OF 1973

The Contractor shall comply with the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, which require that no person in the United States shall be excluded from participating in, denied the benefits of, or subject to discrimination under this Contract on the basis of age or with respect to an otherwise qualified disabled individual.

26. EXECUTIVE ORDER 11246 AND 11375, EQUAL OPPORTUNITY IN EMPLOYMENT (NON-DISCRIMINATION IN EMPLOYMENT BY GOVERNMENT CONTRACTORS AND SUBCONTRACTORS)

The Contractor shall comply with Executive Order 11246 and 11375, Equal Opportunity in Employment, which requires that during the performance of this Contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Contractor will send to each labor union or representative of workers with which he has a collective bargaining Contract or other contract or understanding, a notice to be provided by the agency of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by the Executive Order and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Housing Authority and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of Contractor's noncompliance with the non-discrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Orders and such other sanctions may be imposed and remedies invoked as provided in the Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

The Contractor will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such actions with respect to any subcontract or purchase order as the Housing Authority may direct as a means of enforcing such provisions including

sanctions for noncompliance, provided however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by the Housing Authority, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

27. GREATER AVENUES FOR INDEPENDENCE (GAIN) PROGRAM AND GENERAL RELIEF OPPORTUNITY FOR WORK (GROW) PROGRAM

Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. The Contractor shall contact the County's GAIN/GROW Division at (626) 927-5354 for a list of GAIN/GROW participants by job category.

28. FEDERAL LOBBYIST REQUIREMENTS

The Contractor is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 CFR Part 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan or cooperative Contract, and any extension, continuation, renewal, amendment or modification of said documents.

The Contractor must certify in writing on the Federal Lobbyist Requirements Certification form that they are familiar with the Federal Lobbyist Requirements and that all persons and/or subcontractors acting on behalf of the Contractor will comply with the Lobbyist Requirements.

Failure on the part of the Contractor or persons/subcontractors acting on behalf of the Contractor to fully comply with the Federal Lobbyist Requirements may be subject to civil penalties.

29. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

30. USE OF RECYCLED-CONTENT PAPER PRODUCTS

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on the Project.

31. CONTRACTOR RESPONSIBILITY AND DEBARMENT

- A. A responsible contractor is a contractor, consultant, vendor, or operating agency who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the policy of the Housing Authority, Housing Authority, and County to conduct business only with responsible contractors.
- B. The Contractor is hereby notified that if the Housing Authority acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the Housing Authority may, in addition to other remedies provided in the contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on Housing Authority contracts for a specified period of time, which generally will not to exceed five years but may exceed five years or be permanent if warranted by circumstances, and terminate any or all existing contracts the Contractor may have with the Housing Authority.
- C. The Housing Authority may debar a contractor, consultant, vendor or operating agency if the Board of Commissioners finds, in its discretion, that the contractor, consultant, vendor, or operating agency has done any of the following: (1) violated any term of a contract with the Housing Authority, Housing Authority, or County, or a nonprofit corporation created by the Housing Authority, Housing Authority, or County (2) committed any act or omission which negatively reflects on the its quality, fitness or capacity to perform a contract with the Housing Authority, Housing Authority, or County or any other public entity, or a nonprofit corporation created by the Housing Authority, Housing Authority, or County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the Housing Authority, Housing Authority, County, or any other public entity.
- D. If there is evidence that the Contractor may be subject to debarment, the Housing Authority will notify the Contractor in writing of the evidence, which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative

proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Housing Authority shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Commissioners.

- F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contract Hearing Board shall be presented to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.
- G. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The Housing Authority may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the Housing Authority.
- H. The Contractor Hearing Board will consider a request for review of the debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the ground for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment Hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- I. These terms shall also apply to subcontractors and subconsultants of County, Housing Authority, or Commission contractors, consultants, vendors and operating agencies.

32. COMPLIANCE WITH JURY SERVICE PROGRAM

- A. Unless the Contractor has demonstrated to the Housing Authority satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program or that Contractor qualifies for an exception to the Jury Service Program, Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- B. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract Contract and a copy of the Jury Service Program shall be attached to the Contract.
- C. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

D. The Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

33. ACCESS AND RETENTION OF RECORDS

The Contractor shall provide access to the Housing Authority, the Federal Grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts and transcriptions.

The Contractor is required to retain the aforementioned records for a period of five years after the Housing Authority pays final payment and other pending matters are closed under this Contract.

34. CONFLICT OF INTEREST

The Contractor represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of this Contract, any interest direct or indirect, by contract, employment or otherwise, or as a partner, joint venture or shareholder (other than as a shareholder holding a one (1%) percent or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any contract, subcontract or arrangement with the Housing Authority. Upon execution of this Contract and during its term, as appropriate, the Contractor shall, disclose in writing to the Housing Authority any other contract or employment during the term of this Contract by any other persons, business or corporation in which employment will or may likely develop a conflict of interest between the Housing Authority's interest and the interests of the third parties.

35. SEVERABILITY

In the event that any provision herein is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Contract and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

36. INTERPRETATION

No provision of this Contract is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Contract is to be construed as if drafted by both parties hereto.

37. WAIVER

No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision shall not be deemed to be a waiver of any breach of the same or any other provision hereof.

38. PATENT RIGHTS

The Housing Authority will hold all the patent rights with respect to any discovery or invention, which arises or is developed in the course of, or under this Contract.

39. COPYRIGHT

No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor. All such documents become the property of the Housing Authority and the Housing Authority holds all the rights to said data.

40. NOTICES

The Housing Authority shall provide the Contractor with notice of any injury or damage arising from or connected with services rendered pursuant to this Contract to the extent that Housing Authority has actual knowledge of such injury or damage. Housing Authority shall provide such notice within ten (10) days of receiving actual knowledge of such injury or damage.

Notices provided for in this Contract shall be in writing and shall be addressed to the person intended to receive the same, at the following address:

The Housing Authority:

Emilio Salas, Director
Housing Authority of the County of Los Angeles
2 Coral Circle
Monterey Park, CA 91755

The Contractor:

Phan Kaffka, Area Sales Manager

Enterprise Rent-A-Car Company of Los Angeles d/b/a Enterprise Fleet Services
(address
(City)

Notices addressed as above provided shall be deemed delivered three (3) business days after mailed by U.S. Mail or when delivered in person with written acknowledgement of the receipt thereof. The Contractor and the Housing Authority may designate a different address or addresses for notices to be sent by giving written notice of such change of address to all other parties entitled to receive notice.

41. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Attachment D – Required Contract Notices* of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

42. CONTRACTOR'S ACKNOWLEDGMENT OF HOUSING AUTHORITY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the Housing Authority places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the Housing Authority's policy to encourage all Housing Authority Contractors to voluntarily post the Housing Authority's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The Department of Children and Family Services of the County of Los Angeles will supply the Contractor with the poster to be used.

43. CONTRACTOR'S CHARITABLE CONTRIBUTIONS COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification as included in *Attachment C – Required Contract Forms*, the Housing Authority seeks to ensure that all Housing Authority contractors that receive or raise charitable contributions comply with California law in order to protect the Housing Authority and its taxpayers. A Contractor that receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings, or both.

44. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

The Contractor acknowledges that the Housing Authority has established a goal of ensuring that all individuals and businesses that benefit financially from the Housing Authority through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers. Unless the Contractor qualifies for an exemption or exclusion, the Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with the County's Defaulted Tax Program pursuant to Los Angeles County Code, Chapter 2.206.

45. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph "CONTRACTOR'S WARRANTY OF COMPLIANCE WITH County's DEFAULTED PROPERTY TAX REDUCTION PROGRAM" shall constitute default under this Contract. Without limiting the rights and remedies available to the Housing Authority under any other provision of this Contract, failure of the Contractor to cure such default within 10 days of notice shall be grounds upon which Commission may terminate this contract and/or pursue debarment of the Contractor, pursuant to County's Defaulted Property Tax Reduction Program pursuant to Los Angeles County Code, Chapter 2.206.

46. SELECTION OF VEHICLES AND DISCLAIMER OR WARRANTIES

The Housing Authority acceptance of delivery and use of each vehicle will conclusively establish that such vehicle is of a size, design, capacity, type and manufacture selected by the Housing Authority and that such vehicle is in good condition and repair and is satisfactory in all respects and is suitable for the Housing Authority's purpose. The Housing Authority acknowledges that the Contractor is not a manufacturer of or a dealer in any Vehicle or an agent of a manufacturer of or a dealer in any Vehicle.

The Contractor makes no representation or warranty of any kind, express or implied, with respect to any vehicle, including, without limitation, any representation or warranty as to condition, merchantability or fitness for any particular purpose, it being agreed that all such risks are to be borne by the Housing Authority. The Vehicles are leased "as is," "with all faults." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by the Contractor to the Housing Authority for the applicable Term and the Housing Authority's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle. No defect, unfitness or lack of governmental approval in, of or with respect to a Vehicle regardless of the cause or consequence will relieve the Housing Authority from the performance of its obligations under this Contract, including the payment of rent.

The Contractor will not be liable to the Housing Authority for any liability, claim, loss,

damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, the Contractor will have no liability to the Housing Authority under this Contract or under any order authorization form executed by the Housing Authority if Contractor is unable to locate or purchase a Vehicle ordered by the Housing Authority or for any delay in delivery of any Vehicle ordered by the Housing Authority.

47. RISK OF LOSS

The Housing Authority assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). No Casualty Occurrence to any Vehicle will relieve the Housing Authority from its obligation to pay rent or to perform any of its other obligations under this Contract. In the event of a Casualty Occurrence, the Housing Authority shall give Contractor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by the Contractor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), the Housing Authority agrees to pay the Contractor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under this Section with respect to such Totaled Vehicle. Upon such payment, this Contract will terminate with respect to such Totaled Vehicle.

48. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS

The Housing Authority agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. The Contractor will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. The Housing Authority agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by the Contractor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. The Housing Authority hereby agrees to promptly deliver to the Contractor such financial statements and other financial information regarding the Housing Authority as the Contractor may from time to time reasonably request.

49. ENTIRE CONTRACT

- A. Statement of Work
- B. Fee Schedule
- C. Required Contract Forms
- D. Required Contract Notices

Fleet Management

SIGNATURES

IN WITNESS WHEREOF, the Contractor and the Housing Authority have executed this Contract through their duly authorized officers this _____ day of _____, ____.

HOUSING AUTHORITY
OF THE COUNTY OF LOS ANGELES

ENTERPRISE RENT-A-CAR COMPANY OF
LOS ANGELES

By _____
Sean Rogan
Executive Director

By _____
Phan Kaffka
Area Sales Manager

APPROVED AS TO FORM:
Andrea Sheridan Ordin
County Counsel

APPROVED AS TO PROGRAM:
ADMINISTRATIVE DIVISION

By _____
Behnaz Tashakorian
Deputy

By _____
Emilio Salas
Director

ATTACHMENT A

STATEMENT OF WORK

ATTACHMENT A
STATEMENT OF WORK
FOR
FLEET MANAGEMENT SERVICES

1.0 SCOPE OF WORK

The Housing Authority of the County of Los Angeles (Housing Authority) is the County's affordable housing and community development agencies. The Housing Authority maintains many administrative buildings and 125 housing developments that include over 3,600 units within the County of Los Angeles. In order to maintain the highest level of service possible, Housing Authority is seeking a single-source supplier for an open-end equity vehicle lease. The Contractor shall be qualified, licensed, and insured to provide leased vehicle services. The Housing Authority at its sole discretion may add/delete services as needed. This Statement of Work provides the specifications and requirements.

2.0 GENERAL REQUIREMENTS

- 2.1 The Contractor shall provide Automotive Service Excellence (ASE) Certified technicians to perform maintenance service and repairs and program administrators to coordinate and schedule the maintenance and repair services for the leased vehicles.
- 2.2 The Contractor shall provide a toll-free telephone number for customer support for drivers in the field, 24 hours a day, 7 days a week.
- 2.3 The Contractor shall provide a proactive service/maintenance program that reduces downtime for all leased vehicles.
- 2.4 The Contractor shall coordinate the return of old vehicles, including pick-up and disposition of the vehicles, anywhere in the United States and handle all paperwork associated with the disposal.
- 2.5 The Contractor must approve the Housing Authority's ASE Certified technicians to perform routine maintenance and repairs to the vehicles under the lease.
- 2.6 The Contractor shall reimburse the Housing Authority for parts and labor based on prior negotiated rates.

3.0 SPECIFIC REQUIREMENTS

3.1 Full Vehicle Maintenance

- 3.1.1 The Contractor shall perform full vehicle maintenance on all leased vehicles listed in Exhibit 1 in accordance with the manufacturer's

recommended maintenance service as noted in the vehicle owner's manual for the term of this Contract.

- 3.1.2 The Contractor shall (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles.
- 3.1.3 The Contractor shall perform the following services under full vehicle maintenance. Services shall include, but not be limited to:
 - 3.1.3.1 Change engine oil and replace oil filter
 - 3.1.3.2 Rotate tire and wheel balancing
 - 3.1.3.3 Replace air filter
 - 3.1.3.4 Replace fuel filter
 - 3.1.3.5 Replace wiper blades
 - 3.1.3.6 Check and replace all fluids
 - 3.1.3.7 Check and replace belts
 - 3.1.3.8 Tune-ups
 - 3.1.3.9 Transmission service
 - 3.1.3.10 Engine cooling service
 - 3.1.3.11 Wheel alignment service
 - 3.1.3.12 Differential services
 - 3.1.3.13 Throttle body service
 - 3.1.3.14 Air condition service
- 3.1.4 The Contractor shall notify and follow up via email with the vehicle user and the Housing Authority's Fleet Supervisor, to coordinate and schedule all routine maintenance services.
- 3.1.5 The Contractor shall provide a loaner vehicle for the duration of all scheduled and unscheduled maintenance and repairs of leased vehicles on as needed basis for an additional cost.
- 3.1.6 The Contract shall agree that any alterations, additions, replacement parts or improvements to the Vehicles will become and remain in the property of Contractor and will be returned with the Vehicles pursuant to this Section.

- 3.1.7 The Contractor shall have the right to remove any additional equipment installed by Contractor on a Vehicle prior to returning such Vehicle to Housing Authority under this Section. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent.
- 3.1.8 The Contractor will not make any alterations, additions, replacement parts or improvements to any Vehicle which detracts from its economic value or functional utility without the prior written consent of Housing Authority.
- 3.1.9 The Contractor shall be subject to the terms and conditions of this Contract, it will pay for, or reimburse Housing Authority for its payment of, all costs and expenses incurred in connection with the maintenance or repair of the said Vehicle(s) covered by such Schedule (each, a "Covered Vehicle") if Attachment B, Fee Schedule includes a charge for maintenance.

3.2 Roadside Assistance

The Contractor shall provide roadside assistance 24 hours a day, 7 days a week for all leased vehicles which includes the following:

- towing,
- lockout service,
- fuel delivery (up to five gallons) at no additional cost to the Housing Authority.

3.3 Service Locations

3.3.1 The Contractor shall provide a list of approved service and repair facilities and locations in the following Cities:

- Los Angeles
- Whittier
- West Los Angeles
- Glendale
- Long Beach
- Placentia
- Lancaster
- Palmdale

3.3.2 All service locations shall be available for drivers Monday through Friday, from 8:00 a.m. to 5:00 p.m.

3.4 Vehicle Licensing and Registration

3.4.1 The Contractor shall handle licensing and registration of all leased vehicles as California "Exempt" vehicles.

- 3.4.2 The Housing Authority shall be responsible for paying all license and registration fees to register the leased vehicles as California “Exempt” vehicles, and shall reimburse the Contractor for all associated cost.

4.0 RESPONSIBILITIES

The Housing Authority and Contractor responsibilities are as follows:

HOUSING AUTHORITY

4.1 Personnel

The Housing Authority will administer the Contract according to the Contract terms and conditions. Specific duties will include:

- 4.1.1 Monitor the Contractor’s performance periodically (quarterly or semi-annual) in accordance with the Contract.
- 4.1.2 Provide direction to the Contractor in areas relating to policy, information and procedural requirements.
- 4.1.3 Prepare all amendments for changes to the Contract. The Housing Authority will administer the Contract according to the terms and conditions of the contract.
- 4.1.4 Provide e-mail addresses of vehicle users and the Housing Authority’s Fleet Supervisor to the Contractor to coordinate and schedule routine maintenance service.

4.2 Vehicle Registration and Title

- 4.2.1 The Housing Authority shall ensure that each Vehicle will be licensed in the Contractor's name at Housing Authority’s expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by the Contractor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to the Housing Authority in accordance with Section 4.5 noted below.
- 4.2.2 The Housing Authority shall be responsible for reimbursing the Contractor for all fees associated with license and registration of leased vehicles as California “Exempt” vehicles in accordance with Section 4.5 noted below.
- 4.2.3 The Housing Authority shall, at its expense, to obtain in the name of Contractor all registration plates and other plates, permits, inspections and/or licenses required in connection with the

Vehicles, except for the initial registration plates which Contractor will obtain at Housing Authority's expense.

- 4.2.4 The Housing Authority shall cooperate with the Contractor and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance.

4.3 Covered Vehicle Services

- 4.3.1 The, Housing Authority shall ensure whenever it is necessary to have a Covered Vehicle serviced by the Housing Authority, the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to Contractor. In every case, if the cost of such service, including maintenance repairs, will exceed \$500.00, the Housing Authority must notify the Contractor and obtain Contractor's authorization for such service and Contractor's instructions as to where such service shall be made and the extent of service to be obtained.
- 4.3.2 The Housing Authority shall furnish an invoice for all service performed to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order).

4.4 Other Vehicle Services

The Housing Authority shall be responsible for performing the following vehicle services not covered under the full vehicle maintenance serves:

- 4.4.1 Fuels,
- 4.4.2 Brake service
- 4.4.3 Oil and other fluids between changes,
- 4.4.4 Washing,
- 4.4.5 Tire repair and replacement,
- 4.4.6 Repair of damage due to lack of maintenance by Housing Authority between scheduled services (including, without limitation, failure to maintain fluid levels),
- 4.4.7 Maintenance or repair of any alterations to a Covered Vehicle or of any after-market components (this paragraph covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans) or other equipment (including, without limitation, lift gates and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle,

- 4.4.8 Any service and/or damage resulting from, related to or arising out of an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or Housing Authority's failure to maintain the Covered Vehicle as required by this paragraph,
- 4.4.9 Roadside assistance or towing for vehicle maintenance purposes,
- 4.4.10 Mobile services,
- 4.4.11 The cost of loaner or rental vehicles, or
- 4.4.12 If the Covered Vehicle is a truck, (A) manual transmission clutch adjustment or replacement, (B) brake adjustment or replacement or (C) front axle alignment.

4.5 Authorized Users

- 4.5.1 The Housing Authority shall allow only duly authorized, licensed and insured drivers to use and operate the Vehicles.
- 4.5.2 The Housing Authority shall comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation.

4.6 Liens, Fines, Charges, & Encumbrances

- 4.6.1 The Housing Authority shall keep the Vehicles free of all liens, charges and encumbrances.
- 4.6.2 The Housing Authority shall pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Contractor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term.
- 4.6.3 The Housing Authority shall promptly reimburse Contractor if the Contractor incurs any such costs or expenses as described in Section 4.5.2.

4.7 Use of Vehicles

- 4.7.1 The Housing Authority shall ensure that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations.
- 4.7.2 The Housing Authority shall ensure that no vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of

Federal Regulations or any applicable state or municipal statute or regulation.

4.8 Storage of Vehicles

4.8.1 The Housing Authority will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

4.8.2 The Housing Authority shall not to remove any Vehicle from the continental United States without first obtaining the Contractor's written consent.

4.8 Return of Vehicles

The Housing Authority at its risk and expense shall return such Vehicle to Contractor at such place and by such reasonable means as may be designated by Contractor at the expiration or earlier termination of a Scheduled Vehicle. If for any reason the Housing Authority fails to return any Vehicle to Contractor as and when required in accordance with this Section, the Housing Authority agrees to pay Contractor additional rent for such Vehicle at the normal pro-rated daily rent. Acceptance of such additional rent by the Contractor will in no way limit Contractor's remedies with respect to the Housing Authority's failure to return any Vehicle as required hereunder.

4.9 Leased Vehicles without Full Vehicle Maintenance

4.9.1 The Housing Authority shall, at its expense, (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles which are not listed without full vehicle maintenance in Attachment B, Fee Schedule.

4.9.2 The Housing Authority shall ensure that any alterations, additions, replacement parts or improvements to the Vehicles will become and remain the property of Contractor and will be returned with the Vehicles pursuant to this Section.

4.9.3 The Housing Authority shall have the right to remove any additional equipment installed by Housing Authority on a Vehicle prior to returning such Vehicle to Contractor under this Section.

- 4.9.4 The Housing Authority shall ensure that the value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent.
- 4.9.5 The Housing Authority will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility without the prior written consent of Contractor.
- 4.9.6 The Housing Authority shall agree that the Contractor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or, except as set forth in the paragraph immediately below, to make any expenditure whatsoever in connection with said Vehicle(s).

4.10 Decals, Emblems, Vehicles Numberings, Etc.

The Housing Authority shall have the right to install mandated decals, emblems, vehicle numbering, etc. on any vehicles without prior written consent of the Contractor.

CONTRACTOR

4.11 Program Administrator

4.11.1 The Contractor shall designate a full-time program administrator/designee and/or alternate. The Housing Authority must have access to the Program Administrator/designee/alternate during normal business hours. Contractor shall provide a telephone number where the program administrator may be reached during normal business hours.

4.11.2 The program administrator/designee/alternate shall act as the central point of contact for Housing Authority personnel. The program administrator/designee/alternate shall demonstrate having previous experience in managing and providing services to government agencies or companies similar in size and complexity, according to the general and specific requirements in the Statement of Work.

4.11.3 Program administrator/designee/alternate shall have full authority to act on behalf of the Contractor on all matters relating to the daily operation of the Contract. The Program administrator/designee/alternate must be able to speak fluently, read, write and understand English.

4.12 Personnel

Contractor shall assign a sufficient number of employees, including ASE Certified technicians to perform maintenance services and repairs and other work on leased vehicles, as required in the contract. **At least one employee on site shall be authorized to act on the Contractor's behalf and must be able to speak fluently, read, write and understand English.**

4.14 Invoicing

The Contractor must provide a consolidated monthly management report consisting of a single invoice for all programs, including lease payments, comprehensive maintenance, and insurance.

4.15 Meetings

The Contractor must attend periodic (quarterly or semi-annual) review meetings to assess the external environmental conditions and current fleet situation.

4.16 Liability and Physical Damage Coverage

The Contractor may provide liability and physical damage coverage for vehicles, requested by the Housing Authority at an additional cost.

5.0 QUALITY CONTROL PLAN

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the Housing Authority a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the Housing Authority for review. The plan shall include, but not be limited to the following:

- Method of monitoring to ensure that Contract requirements are being met;
- A record of all inspections conducted by the Contractor;
 - any corrective action taken,
 - the time a problem was first identified,
 - a clear description of the problem,
 - and the time elapsed between identification and completed corrective action,
- The record shall be provided to the Housing Authority upon request.

6.0 QUALITY ASSURANCE PLAN

The Housing Authority will evaluate the Contractor's performance under this Contract using the following quality assurance procedures:

6.1 Performance Requirements Summary (Exhibit)

The Housing Authority shall use a Performance Requirements Summary (PRS) chart, Technical Exhibit 1, to monitor the Contractor's work performance and efforts to remedy any and all deficiencies throughout the term of this Contract. The chart shall contain, at a minimum, the following:

- Each section of the Contract/SOW referenced and identified;
- The standard of performance (description of the work requirement)
- The method to be used to monitor work performance

- The fees/deductions to be assessed for each service that is not satisfactory.

All listings of services used in the PRS are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of the Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on the Contractor.

When the Contractor's performance does not conform to the requirements of this Contract, the Housing Authority will have the option to apply the following non-performance remedies:

- Require the Contractor to implement a formal corrective action plan, subject to approval by the Housing Authority. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- Reduce payment to the Contractor by a computed amount based on the penalty fee(s) in the PRS.
- Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) days shall constitute authorization for the Housing Authority to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the Housing Authority, shall be credited to the Housing Authority on the Contractor's future invoice.

This section does not preclude the Housing Authority's right to terminate the contract upon thirty (30) days written notice with or without cause, as provided for in the Contract, Section ___ - Termination for Convenience.

6.2 Periodic Performance Reviews

The Housing Authority will conduct periodic reviews to evaluate the Contractor's performance.

6.3 Contract Deficiency Notice

The e will make verbal notification to the Contractor of a Contract deficiency as soon as the deficiency is identified. The problem should be resolved within a time period mutually agreed upon by the Housing Authority and the Contractor.

If resolution of the deficiency does not result from the verbal notification, the Housing Authority will determine whether a formal Contract Deficiency Notice shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the Housing Authority within five (5) workdays, acknowledging the reported deficiencies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the Housing Authority within ten (10) workdays.

6.4 Housing Authority Observations

In addition to divisional contracting staff, other Housing Authority personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

7.0 ADDITION/DELETION OF SERVICES

The Housing Authority reserves the right to add or delete services during the term of the contract. Fee(s) will be adjusted by negotiation between the Housing Authority and the Contractor.

ATTACHMENT B-1

FEE SCHEDULE

&

ATTACHMENT B-2

VEHICLE SCHEDULE

ATTACHMENT B

FEE SCHEDULE

The Contractor will, in approximately ninety days from the start of the term, deliver each Vehicle to the Housing Authority, send the Housing Authority Vehicle Schedule, a description of the Vehicle and outlining the final lease monthly rental and other payments terms in accordance with this Attachment B-1, Fee Schedule. The terms and conditions contained in each Vehicle Schedule will be binding on the Housing Authority unless the Housing Authority objects in writing to such terms and conditions within ten (10) days after the date of delivery of the Vehicle..

<u>Quantity</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Series</u>
5	2010	Ford	Focus	SE 4dr Sedan

CAPITALIZED AMOUNTS AT DELIVERY				
Item	Description	Each Vehicle	Quantity	Total
1	Capitalized Price of Vehicle ¹	\$14,535.00	5	\$72,675.00
5	California Tire Recycling Fee	\$ 8.75	5	\$43.75
Total Capitalized Amount at Delivery		\$14,543.75	5	\$72,718.75

MONTHLY LEASE FEES ²				
1	Depreciation Reserve @ 1.277%	\$185.61	5	\$928.05
2	Monthly Lease Charge ³	\$ 82.32	5	\$411.60
3	Full Maintenance Program ⁴	\$50.88	5	\$254.40
4	California Use Tax: 9.750%	\$ 26.12	5	\$130.60
Total Monthly Lease Fees		\$ 344.93	5	\$1,724.65

OTHER FEES				
1	Lease Termination Service Charge	\$400.00	5	\$2,000.00
2	Over the Mileage Charges	\$.035/Mile	Each Vehicle	TBD
All other services not covered under the contract such as miscellaneous maintenance services, replacement parts, vehicle repairs, body shop repairs, state and local fees, and any other associated services shall be negotiated between the Housing Authority and the Contractor.				

¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice. The Commission hereby assigns to Contractor any Manufacturer rebates and/or manufacturer incentives intended for the Commission, which rebates and/or incentives have been used by the Contractor to reduce the capitalized price of the vehicle.

² Monthly Lease fees do not include commercial liability, physical damage, or comprehensive/collision damage coverage.

³ Monthly Lease fees will be adjusted to reflect the prime rate on the delivery date (subject to a floor).

⁴ The Full Maintenance Program is subject to a 70,000 mile cap and it does not include brake service, tires replacement or vehicle loaners.

VEHICLE INFORMATION				
Item	Description	Term	Quantity	Value
1	Reduced Book Value	\$ 4,512.06	5	\$22,560.30
2	<u>Selected Options:</u> <ul style="list-style-type: none">• 425 50 State Emissions System• Transmission: 4-Speed Automatic• Radio: AM/FM Stereo w/Single CD/MP3 Capable• Engine: 2.0L Duratec DOHC I4 20• 3.34 Axle Ratio• Cloth Sport Bucket Seats• Tires: P195/60R15 87T BSW• Wheels: 15" Aluminum Alloy			
	Standard Equipment			
3	<u>Body Exterior Features:</u> 4 Doors, power remote side-view door mirrors, black door handles, body-colored front and rear bumpers, front license plate bracket, fully galvanized steel body material, and chrome grille.			
4	<u>Convenience Features:</u> Manual air conditioning, power trunk/hatch/door remote release, power windows with driver 1-touch down, keyfob (all doors) remote, keyless entry, illuminated entry, integrated key/remote (MyKey), auto-locking doors, keyfob trunk/hatch/door release, steering wheel with manual tilting, say-night rearview mirror, driver and passenger-side visor mirrors, front and rear cup holders, full floor console with covered box, glove box, driver and passenger door bins, 1 seatback storage pockets, bin instrument-panel storage, retained accessory power, and 2 12V DC power outlets.			
5	<u>Entertainment Features:</u> SIRIUS(R) AM/FM/Satellite with seek-scan, single in-dash CD player, MP3 decoder, radio data system, audio theft deterrent, speed-sensitive volume, 4 speakers, and integrated roof antenna.			
6	<u>Lighting, Visibility and Instrumentation Features:</u> Aero-composite halogen, headlamps, variable intermittent wipers, rear window defroster, light-tinted windows, dome light with fade, front reading lights, variable instrument panel lighting, analog display, tachometer, outside-temperature display, low-tire-pressure warning, trip computer, trip odometer, water temperature gauge, in-dash clock, systems monitor, oil-pressure warning, water-temperature warning, battery warning, lights-on warning, key-in-ignition warning, low-fuel warning, low-washer-fluid warning, door-ajar warning, trunk-ajar warning, and brake-fluid warning.			
7	<u>Safety and Security:</u> Four-wheel ABS brakes, 4 ABS channels, front disc/rear, drum brakes, front ventilated disc brakes, compact spare tire, spare tire mounted inside under cargo, driver and passenger front-impact airbags, seat-mounted driver and passenger side-impact airbags, curtain 1st and 2nd row overhead airbag, front passenger airbag occupancy sensor, height adjustable front seatbelts, front seatbelt pre-tensioners, 3 point rear center seatbelt, side-impact bars, rear child safety locks, ignition disable SecuriLock(R), security system, panic alarm, stability control, ABS and driveline traction control, and manual adjustable front head restraints.			
8	<u>Seats and Trim:</u> Maximum seating capacity of 5, front bucket seats, 4-way driver seat adjustment, manual reclining driver seat, manual driver and passenger fore/aft adjustment, 2-way passenger seat adjustment, front center armrest with storage, rear 60-40 bench seat, rear seat fold-forward seatback, cloth front and rear seat upholstery, cloth door panel trim, full cloth headliner, carpet floor covering, metal-look instrument panel insert, console insert, plastic/rubber shift knob, carpet front and rear floor mats, chrome interior accents, carpet cargo space, carpet trunk lid/rear cargo door, cargo tie-downs, and cargo light.			
9	<u>Standard Engine:</u> Engine 140-hp, 2.0-liter 1-4 (regular gas)			
10	<u>Standard Transmission:</u> Transmission 5-speed manual w/OD			
11	<u>Selected Color:</u> Exterior: Interior:			

ATTACHMENT C

**REQUIRED CONTRACT
FORMS**

[Insert forms here]

ATTACHMENT D

REQUIRED CONTRACT NOTICES

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fundraising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A bidder/proposer on Housing Authority and/or Housing Authority contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

RESOURCES

The following resource references are offered to assist bidders/proposers who engage in charitable contributions activities, however, each bidder/proposer is responsible to research and determine its own legal obligations and properly complete the Charitable Contributions Certification form.

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://caag.state.ca.us/>, contains much information helpful to regulated charitable organizations.

1. LAWS AFFECTING NONPROFITS

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of

Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://caag.state.ca.us/charities/statutes.htm>.

2. SUPPORT FOR NONPROFIT ORGANIZATIONS

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management*, 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 <http://www.cnmsocal.org/>, and statewide, the *California Association of Nonprofits*, <http://www.canonprofits.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

The above information, including the organizations listed, is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the Housing Authority of such organizations.



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2008)

**Have You Told Your Employees About the
Earned Income Credit (EIC)?**

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2008 are less than \$41,646 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 9, 2009.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from the IRS website at www.irs.gov or by calling 1-800-829-3676.

**How Will My Employees Know If They Can
Claim the EIC?**

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2008 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2008 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2008 and owes no tax but is eligible for a credit of \$825, he or she must file a 2008 tax return to get the \$825 refund.

**How Do My Employees Get Advance EIC
Payments?**

Eligible employees who expect to have a qualifying child for 2009 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

No shame.

No blame.

No names.

**Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.**



In Los Angeles County:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District

Yvonne Brathwaite Burke, Supervisor, Second District

Zev Yaroslavsky, Supervisor, Third District

Don Knabe, Supervisor, Fourth District

Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

**Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.**



En el Condado de Los Angeles:

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www.babysafela.org



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

**Cada recién nacido merece una
oportunidad de tener una vida saludable.
Si alguien que usted conoce está pensando
en abandonar a un recién nacido, infórmele
qué otras opciones tiene.**

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.